

Hon. Mr. Mitchelson.

WHANGARA LAND.

ANALYSIS.

<p>Title. Preamble. 1. Short Title. 2. Agreement in Schedule to be valid.</p>	<p>3. Part alienation of Whangara may be made in terms of agreement. 4. Residue of land to be inalienable except by lease for twenty-one years. Schedule.</p>
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A BILL INTITULED

AN ACT to give effect to the Recommendations of the Commissioners appointed for investigating into Disputes concerning the Whangara Block of Native Land in Poverty Bay. Title.

5 WHEREAS disputes have arisen between the Native owners of the Whangara Block of Native land in Poverty Bay and Charles Seymour, the lessee of the said land, which have been the subject of litigation in the Courts of the colony, and proceedings have been taken to carry the matters in dispute to Her Majesty's Privy Council: Preamble.

10 And whereas Commissioners have been appointed under section twenty of "The Native Land Court Acts Amendment Act, 1889," to inquire into all matters concerning the said land, and the matters in dispute, and have reported to the Governor, among other things, that, 15 in the progress of their inquiry, it was shown that the said Charles Seymour, during the subsistence of his lease and previously to the date of their inquiry, had purchased the interests of certain of the lessors in the said land for a sum of one thousand three hundred and eighty-one pounds and ten shillings, and that they were satisfied that 20 the said Charles Seymour was not guilty of fraudulent or dishonourable conduct in reference to such purchase, and that the above-mentioned sum had been duly paid by him; and also have further reported that, at the conclusion of their inquiry (that is to say, on the twenty-seventh day of June in the present year), an agreement 25 had been made between the parties for the settlement of their differences, and that, such agreement being read and explained to the Natives interested, they expressed to the Commissioners their assent thereto, and recommended that legislation should be passed to render the aforesaid agreement valid and binding upon the Natives interested, and to enable the said agreement to be carried into effect:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows :—

Short Title.

1. The Short Title of this Act is "The Whangara Land Act, 1890."

Agreement in Schedule to be valid.

2. The agreement set forth in the Schedule hereto is hereby declared to be valid, and shall be binding upon the parties thereto and their several successors, executors, administrators, or assigns respectively, notwithstanding that any of such parties may have been under legal disability at the time when the said agreement was made.

Part alienation of Whangara may be made in terms of agreement.

3. On the due observance by Charles Seymour of all things and matters required of him or his legal representatives by the terms of the said agreement, it shall be lawful and obligatory upon the Native owners to carry out their part of the said agreement, and, notwithstanding any condition against alienation of the Whangara Block, the Native Land Court is hereby authorised and empowered to award the area of freehold land mentioned and described in paragraph (a) of the said agreement to the said Charles Seymour and his heirs, free from encumbrances; and also, in the name and on behalf of the Native owners of the said block, to execute a lease of at least 3,000 acres of the said block in the locality described, in and upon the terms and conditions set out in paragraph (b) of the said agreement to the said Charles Seymour, his executors, administrators, and assigns, for the term in such agreement mentioned; and also to appoint such of the Native owners as may be agreed upon receivers of the rent in the said lease reserved; and also to exercise its full jurisdiction under the Native land laws in force regarding partition of Native land for the purpose of carrying out and giving full effect to the said agreement, and having the said area of freehold and leasehold land respectively vested absolutely in the said Charles Seymour. The District Land Registrar of the district within which the said land is situate shall, upon the production to him of the order of the said Court awarding the said area of freehold land to the said Charles Seymour as aforesaid, issue, and he is hereby authorised to issue, a certificate of title under the Land Transfer Act therefor to the said Charles Seymour free from encumbrances.

Residue of land to be inalienable except by lease for twenty-one years.

4. Subject to the terms of the aforesaid agreement, and to any lease now subsisting or that may hereafter be made in pursuance of such agreement, the residue of the Whangara land, after deducting therefrom the area of four thousand five hundred acres to be taken by Charles Seymour in freehold, shall be absolutely inalienable in any manner whatsoever except by lease for any term not exceeding twenty-one years in possession and not in reversion, without fine, premium, or foregift, and without covenant or agreement for renewal or for purchase at a future time.

Schedule.

SCHEDULE.

MEMORANDUM OF AGREEMENT made this twenty-seventh day of June, one thousand eight hundred and ninety, between the owners of the Whangara Block (hereinafter called "the said owners"), of the one part, and Charles Seymour, of Whangara, Sheep-farmer, of the other part, whereby it is agreed as follows :—

1. That all matters in dispute, between the said owners and the said Charles Seymour shall be settled and closed upon the following terms, namely :—

- (a.) The said Charles Seymour shall take in freehold a block of four thousand five hundred acres of the said Whangara Block at the northern end of the said block, commencing at the junction of the Mangakuri Creek and the Pakarae River; thence in a line towards the western boundary of the said block; thence north-east and south by the boundaries of the said block back to the starting-point: as the same appears on the plan produced before the Native Land Commission Court and marked A; the southern boundary in blue pencil to proceed from the fixed mark at the Mangakuri Creek, and to swing at the western boundary so as to contain the said area of four thousand five hundred acres.
- (b.) That the said Charles Seymour shall receive a lease of at least three thousand acres, starting from a point to be fixed on the southern boundary of the said freehold; running thence in a southerly direction so as to include the homestead, woolshed, and home-paddocks; such home-paddocks to include all paddocks necessary for working the home-station. The term of such lease to be for the term of twenty-one years from the first day of January, one thousand eight hundred and ninety-two, at a rental of eight-pence per acre for the first ten years of the said term, and one shilling per acre for the balance of the said term.
- (c.) That until the commencement of the new term the said Charles Seymour shall pay the rent as at present reserved under the existing lease.
- (d.) That the said Charles Seymour shall release the said owners from the payment of the survey lien, amounting, with interest, to the sum of one thousand two hundred and ten pounds sterling (£1,210), and from all claims and demands on account of the debts due by the said owners, or any of them, to James Seymour or his assignee.
- (e.) That the said Charles Seymour shall pay for the said owners to the firm of Messieurs Rees and Day, solicitors for the said owners, on the completion of title under this agreement, the sum of one thousand pounds sterling (£1,000).
- (f.) That the said Charles Seymour shall pay to William Lee Rees, Apiata te Hame, Rutene Koroua, and Wiremu Pere, on behalf of the said owners, all arrears of rent, with interest thereon, which interest is fixed by agreement at the sum of one hundred pounds sterling (£100).
- (g.) That the said Charles Seymour shall release the said owners from all claims for costs in any actions relating to the said Whangara Block, and the said owners shall discontinue the appeal at present pending in Her Majesty's Privy Council in the suit *Apiata te Hame and others v. Seymour*, each party paying their own costs in all matters relating to the said action.
- (h.) That the said Charles Seymour shall, on completion of his freehold title, assign the residue of the term of years now vested in Thomas Drought Seymour over the Whangara Block, excepting thereout and therefrom the said four thousand five hundred acres of freehold, and receiving a new lease for the said three thousand acres or thereabouts of leaseholds, to a person or persons to be fixed upon by the said owners, or a majority of them present at a meeting called for that purpose at the Whangara Settlement.
- (i.) That, if any difference shall arise as to the true meaning of any clause in this agreement, the same shall be arbitrated upon in the usual manner in accordance with the practice and procedure of the Supreme Court.
- (k.) That all parties to this agreement shall use their best endeavours to obtain legislation for the purpose of carrying out this agreement in its true intent and meaning; but the said Charles Seymour shall not be liable for any costs in connection with such legislation unless he shall specially authorise the same.
- (l.) That in ascertaining the boundaries of the leasehold hereunder the natural features of the country shall be followed as nearly as possible.
- (m.) That the costs of the survey of the said freehold and leasehold shall be borne equally between the said parties hereto.
- (n.) That if the said owners, by the first day of January, one thousand eight hundred and ninety-two, have not leased the said land, then and in such case the said owners shall be liable to contribute their share of the cost of fencing between those portions taken by the said Charles Seymour and those assigned to the said owners.

- (o.) That on the signing of this agreement the said Charles Seymour shall pay to the said Apiata te Hame, Rutene Koroua, William Lee Rees, and Wiremu Pere, for the said owners, the sum of one thousand pounds sterling (£1,000) on account of rents in arrear, leaving the balance of such rents in arrear to be ascertained and paid by the said Charles Seymour.
- (p.) That the Maori cultivations at present existing on the portion to be leased to the said Charles Seymour are to be exempted from the operation of the said lease; such cultivations being estimated at thirty acres.
- (q.) That whatever balance is due to the said Charles Seymour on the promissory notes held by James Seymour shall be deducted from the balance of rents in arrear.

For the WHANGARA OWNERS, W. L. REES.
For CHAS. SEYMOUR, HUGH J. FINN.

Witness to signatures—Victor Grace Day, Solicitor, Gisborne.